

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

MARTIN DAVIDSON,

Plaintiff(s),

-against-

Case No: 10-CV -1165

AURORA LOAN SERVICES,

(GTS)

Defendant(s).

ANSWER

Defendant, Aurora Loan Services ("Defendant"), by and through its attorneys, Knuckles, Komosinski & Elliott, LLP, as and for its Answer to Plaintiff's Summons and Original Petition, hereby alleges as follows:

FIRST: Defendant denies each and every allegation contained the Original Petition except to admit that Defendant originated a loan on December 20, 2005 in the amount of \$575,552.86 to finance Plaintiff, Martin Davidson's ("Plaintiff"), purchase of the premises located at 6109 Route 9H/23, Claverack, NY 12513.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

SECOND: That each claim fails to state a cause of action for which relief may be granted against Defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

THIRD: That any alleged injury suffered by Plaintiff was caused in whole or in part by the actions or inactions of the Plaintiff or others but not by any alleged acts or omissions of Defendant.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

FOURTH: That Plaintiff did not act as a reasonable consumer and did not act reasonably under the circumstances in connection with the origination of the loan that is the subject of this action.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

FIFTH: That Plaintiff has not sustained any compensable damages.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

SIXTH: That Plaintiff's claims are barred by the doctrines of waiver, laches, estoppel and unclean hands.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

SEVENTH: That Plaintiff's claims are time-barred by the applicable statute of limitations.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

EIGHTH: That Plaintiff's failure to make legally sufficient tender bars the relief sought in the Petition.

AS AND FOR A EIGHTH AFFIRMATIVE DEFENSE

NINTH: That Plaintiff's action is barred by a defense based upon documentary evidence.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

TENTH: Equitable Subrogation.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

ELEVENTH: That Plaintiff has failed to plead fraud with particularity.

AS AND FOR A ELEVENTH AFFIRMATIVE DEFENSE

TWELFTH: That the Truth in Lending Act does not provide for the relief sought in Plaintiff's claims.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

THIRTEENTH: To the extent there exists any disclosure violations under TILA or RESPA, which is expressly denied, said violations are within the tolerances for error established by TILA and RESPA.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

FOURTEENTH: That the TILA and RESPA violations alleged by Plaintiff are not apparent on the face of the loan documents and, therefore, Plaintiff may not maintain an action for damages, civil penalties or attorney fees against Defendant.

WHEREFORE, Defendant, Aurora Loan Services, demands judgment on the Original Petition as follows:

1. Dismissing the Complaint/Petition in its entirety;
2. such other and further relief as the court deems just and proper, together with reasonable attorney fees, costs, and disbursements of this action.

Dated: Elmsford, New York
October 26, 2010

Respectfully Submitted,
KNUCKLES, KOMOSINSKI & ELLIOTT, LLP.

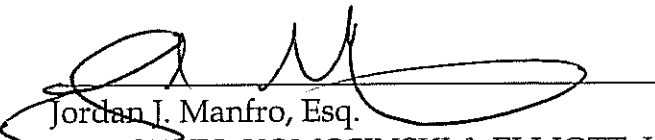
A handwritten signature in black ink, appearing to read 'J. Manfro', is written over a horizontal line.

By: Jordan J. Manfro, Esq.
Attorney for Defendant Aurora Loan Services
565 Taxter Road, Suite 590
Elmsford, NY 10523

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that on October 26, 2010, a true and correct copy of the foregoing ANSWER was served on the parties listed below by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in - a post office - official depository under the exclusive care and custody of the United States Postal Service within the State of New York, as indicated below.

Martin J. Davis
Plaintiff Pro Se
6109 Route 9H/23
Claverack, NY 12513



Jordan J. Manfro, Esq.
KNUCKLES, KOMOSINSKI & ELLIOTT, LLP.
Attorney for Defendant Aurora Loan Services
565 Taxter Road, Suite 590
Elmsford, NY 10523